

1 Q Okay, ah--

2 A And then--

3 Q And what is the -- do you know an -- do you have
4 that amount of loss of professional earnings?

5 A Fourteen months? I earned about 52 a year? So, two
6 one six, about ah, 60 plus? In actual ah, earnings.

7 Q Okay, um you make the allegation too in paragraph 95
8 that you have suffered and continue to suffer
9 irreparable injury. Um, what basis do you -- do you
10 claim that -- that ah, you have suffered irreparable
11 . harm?

12 A Um, well, certain things you can't undo ah, what was
13 done to me on September 24th. Ah health? There's
14 been some problems I've been battling um, that could
15 be damaging certain things in my body.

16 Q New and unique strictly because of this termination?

17 A Yeah, I can relate to ah, you know aggravating ah,
18 loss of my -- my hair?

19 MR. SMITH: Talk to me about it.

20 A No, I...[chuckle]--

21 ...[laughing in background].

22 A The ah -- ah yeah, the fact of ah, also a ah, you
23 know I can never, I guess have that same
24 relationship I have with the college that I had
25 prior to September 2002. Even according to your own

1 words, they consider me now disloyal and that I
2 don't care about the college, so that would never --
3 from what they say that will never be removed, so ah
4 that hurts, you know for me personally and
5 professionally because I enjoyed tremendously
6 working at the college and I wanted to finish off
7 until I retired there at the college.

8 Also the fact that they continue -- continued
9 to deny the ah -- ah the existing of Civil Service
10 protections and just continues to provide, you know
11 new injury to people, ah so--

12 Q But that's other people besides yourself, correct?

13 A Are you making a claim for injury to others?

14 Q No, myself.

15 A MR. SMITH: Okay.

16 A Yeah, in this particular, I'm not -- other people
17 have their own ah, claims that they want or whatever
18 they take.

19 Q Do you believe that your injuries can be compensated
20 in the form of money?

21 A Ah, yes, with ah, my retirement program, ah which is
22 somewhat -- somewhat it's very important to me at my
23 age. As matter of fact I still have a young family
24 that ah, need me and I wanna be able to provide for
25 them in the future because I'm quite older than ah,

1 my wife and my kids are fairly young for my age. Ah
2 it's very important. So, again, the compensation,
3 of course, will take care of the damage and, of
4 course, I want it with the reinstatement factor from
5 the standpoint of my retirement so I can
6 legitimately, you know get that vested service back.

7 Q Okay. In paragraph 97, ah you talk about Barbara
8 Moyer or alleged that, you know her continued
9 behavior ah, continued in 2001, 2002, and then that
10 the Board and the college ah, did not take
11 corrective actions. Um, when you allege this
12 failure to take corrective actions, is that just
13 strictly their failure to have what you considered
14 was manual -- mandated ah, sexual harassment (?)?
15 Or sexual harassment training?

16 A That and ah, to have -- have her meet with ah, us,
17 you know meaning the staff of my department? We all
18 wanted to meet?

19 Q No, was that part of what was promised?

20 A In what?

21 Q In your agreement?

22 A With?

23 Q With ah, your settlement of your--

24 A '99? ...[cleared throat], excuse me, no -- yeah,
25 well, Agnes in the discussions said she wanted, of

1 course, any president of the college, she wants
2 people to meet and ah, work things out and, you know
3 support each other. And I said I'm fine with that,
4 ah and ah, so ah, because being a president she
5 can't follow every department, you know she has so
6 many departments, so ah, she assumes that people
7 would help each other. So, again, the ah -- she
8 took corrective actions and for a while there it was
9 peaceful, but then ah, she left.

10 Ah it was brought out during our hearing, when
11 we were terminated, at the Legislature that Barbara
12 Moyer was instrumental partly of getting Agnes
13 removed because Heinz, ah Congressman Heinz
14 Hofsneider brought that up. So, ah we knew that
15 we lost some -- somebody, a president, a good
16 president because of ah, some behind the scenes
17 activity from Barbara Moyer, so it was ah, somewhat
18 unsettling.

19 And then after she left, then the retaliation
20 and the harassment cranked up a notch and ah -- and
21 it was a problem and ah--

22 Q Well, like how did the -- how did the harassment
23 crank up?

24 A The um, you know no budget, denial of ah, requests,
25 ah putting payments you know, for my adjunct

1 instructors, they weren't paid on time, ah travel
2 was denied, um just a continuous thing of ah--

3 Q And the only reason -- your allegation is the only
4 reason that that type of conduct occurred was to
5 harass you?

6 A Isn't that harassment?

7 MR. SMITH: I'm asking you.

8 A I think it's a form of harassment in the fact it ah,
9 not only from the standpoint of management, it also
10 entered into the area of sexual harassment and I
11 have witnesses to that effect--

12 Q How -- how is denying a um -- or not funding a
13 program for whatever reason sexual harassment?

14 A Well, if it's directed at a particular person, then
15 -- and some of the ah, motivation behind it is that
16 the programs are worthless like she told me in front
17 of my face, in front of Lino, and I asked her why
18 she thought they were worthless and she says, well,
19 who do you have in your programs. And, after that,
20 Lino walked away upset and I just looked at her and
21 I said, you're saying the wrong thing and she just
22 walked off. So, we knew what she meant, ah because
23 we had the prisoners inside the ah, lab room and ah,
24 we had indigenous males, that's all we had in our
25 programs at that time.

1 Q Did she, specifically, say because they are male?

2 A Not that they are male, but she says, ah look who
3 you have in your programs.

4 Q Did she mean prisoners? Or did she mean males.

5 A Since we had only males in that program that I was
6 doing at that time and she was looking that
7 direction I assumed she meant males because that's
8 all that was in there.

9 Q But were they also only just prisoners?

10 A Were in there at the time? Yeah, we had our prison
11 program on campus and we were in the lab down below
12 and she had walked by ah, and I had approached her
13 about something she had ah, disapproved and ah --
14 and she said and -- and, like I say, the fact that
15 she complained that they weren't paying tuition, to
16 that effect, you know I heard that come up and, to
17 me, it was unsettling because you know, they're
18 prisoners, how can they, and we were given a mandate
19 ah, by the ah, constitution to ah, help rehabilitate
20 people, you know train people, you know residents
21 and so, I asked, then should we let them out on
22 Friday so they can go upstairs so they can pay the
23 tuition, I guess if they wanted that, so.

24 Q Is it a valid excuse that ah, the college needs or
25 wants tuition paying individuals?

1 A Well, yeah, according to policy ah, do you think the
2 Man Amko should pay tuition?

3 MR. SMITH: I'm asking you. Is that a valid excuse.

4 A That they want tuition from people?

5 MR. SMITH: Yeah. That they would deny or not fund
6 certain programs because they -- they couldn't provide
7 for themselves. Is that a valid reason.

8 A To me, it's a ah -- ah unjustifiable reason in that
9 they don't read their own -- their own statutes and
10 the Legislature's budget that we are a completely
11 subsidized college. Ah the Legislature pays for
12 every position paid, we have no rent, top of that we
13 have EAP scholarship money and they want us to
14 educate people and certain people do not pay
15 tuition. Man Amko don't pay tuition.

16 Ah, and I had an MOU signed by Agnes ah, and
17 then part of that MOU was they would not be paying
18 tuition. So, it was ah, agreed upon, so, for me, to
19 have to confront other management people there and
20 that they want tuition, to me was invalid and
21 unjustifiable and undue pressure on our programs.

22 So, ah if proved to them that, like the film and TV
23 program, I netted the college ah, \$25,000 net, ah
24 our take, and I didn't receive any of that money
25 because I explained to them if I make 25,000 in one

1 program, it helps subsidize another program that
2 doesn't generate--

3 Q Are you talking about the 25,000 you got from the
4 Lt. Governor?

5 A No. Tuition and fees from the first semester, I did
6 the numbers, and after ah, our whatever debts that
7 we had ah, the college netted ah, a little over
8 20,000, ah 20 to \$25,000. And, normally, that
9 money, since it was generated out of my department,
10 I should get a percentage back and I got zero and I
11 brought that issue up.

12 So, again, I think it was unfair that they
13 would take all that money and not give any of it
14 back, plus it was unfair for them to put this stress
15 factor in that they wanted the prisoners to pay
16 tuition.

17 Because they -- they don't understand this
18 concept I had about negative impact. A prisoner not
19 rehabilitated if you just let him go out back in
20 society, he's frustrated and he's unskilled, he's
21 gonna rob again. You know it's a known factor. I
22 don't know the (?) numbers, but the costs of -- now,
23 I'm in the AG's Office, Criminal Division, the
24 amount of money that the CNMI spends on criminal
25 activity is just staggering and this money could be,

1 I think, better spent on positive things, so it's
2 ironic that now I'm in a position that I see ah,
3 what happens with the lack of education. I read
4 reports, statements, and a lot of the reasons why
5 people do things is because they're just frustrated,
6 they're out of work, and ah, so I thought I was
7 providing ah, some light at the end of the tunnel,
8 you know for some of these guys and quite a few of
9 them that we trained are -- are in college and doing
10 things and got jobs, so it does, it works with
11 anybody. So, again, ah--

12 Q But your -- it's your allegation that their failure
13 to understand this negative ah, costs idea of yours,
14 ah was -- was a -- was in actuality just sexual
15 harassment against you?

16 A No, the sexual harassment is a different, you know
17 ah, that's just lack of management skills,
18 knowledge, to me. Ah, so, ah that part of it, ah so
19 it's different from the other instances of -- of
20 words, expressions, things said, ah attitudes which
21 were the sexual harassment part. Because I said,
22 you know they didn't take corrective actions, I mean
23 their management style, plus the ah, you know the
24 sexual harassment is just one aspect of it.

25 Q Paragraph 100, um you ah, alleged that the Board of

1 Regent, in demonstration of their authority,
2 instructed Wright to freeze all hires? Ah, what
3 basis do you allege that? That they -- that they
4 instructed him to freeze all hires. Why do you make
5 that allegation.

6 A I think I'm referring to ah, some of the positions
7 vacant...[pause], yeah, I'm -- I'm establishing the
8 fact that the Board does have authority over the
9 hirings and termination of employees.

10 Q And, how are you--

11 A In February of 2004, there was a meeting, there was
12 a directive ah, issued and it's still on the website
13 they have under Human Resources because I checked
14 and it says, ah positions are frozen, ah per the
15 directive of the Board of Regents. So, you know the
16 contention that the Board does not involve itself in
17 hiring and firing is absurd because they've publicly
18 shown this in their statements, their meetings and
19 ah, in the website.

20 Q Okay, paragraph 110 of your third amended complaint?
21 Ah, what's your basis for alleging that each
22 defendant, in their individual capacities, violated
23 this 42 U.S.C. 1983?

24 A Was this ah, cause of action dropped? Can you
25 refresh me? Remember, ah certain parts were

1 dropped?

2 MR. SMITH: Yeah, I have to go through my notes.

3 A If it was dropped, I think it would be a moot
4 question.

5 MR. SMITH: That's all right, even moot, just go
6 ahead and just answer, moot or not moot.

7 A Well, again, I've alleged both in their professional
8 and individual capacities, so in this particular
9 instance, it was in their individual capacity
10 violated 1983 -- which prevents, ah -- prevents --
11 prohibits deprivation of a person's due process,
12 rights and privileges.

13 Q What due process then? What -- what ah, this is
14 because you believed that your termination should
15 have gone through this three month period, this RIF
16 procedure, through all of the--

17 A It should have gone through a ah, with cause
18 procedure? Ah, like the Civil Service Commission
19 ah, prescribes that we have those protections? So,
20 again, they ah--

21 Q During your time at NMHC, did you -- or NMC, did you
22 ever ah -- ah deal with the Civil Service
23 Commission?

24 A Ah only, I deal with them on ah, personnel? Trying
25 to get jobs? And then--

1 Q For the college?

2 A No, for ah, students. And then ah, we spoke of ah,
3 policies? And that's what got me going on this
4 information about, you know if -- if ah, NMC
5 employees were covered, because I had gone through
6 an experience with PSS that I contended that they
7 were covered and ah, so it carried over to NMC and
8 ah, I just -- I had done research ah, on this matter
9 and talked with other people at the college because
10 we were concerned about our ah -- ah jobs from the
11 standpoint of things were changing at the college
12 after Agnes left, um, it was sort of like upheaval.
13 Like a new president, then he resigned, an interim
14 president, and they're looking for another president
15 and then ah, so this is just natural. You know,
16 it's employees, people ah, just discussing and
17 trying out -- or finding out what our rights were
18 and most of us said we hope we don't have to find
19 out, you know to challenge it, so ah, I end up
20 having to challenge it.

21 Q What property interest do you believe you have --
22 you have or had in your job at NMC?

23 A That was my property interest. My job.

24 Q What type of a property interest in that, you had
25 the right to that job for the rest of your life?

1 A No.

2 Q Okay, what, explain to me that property interest in
3 your job--

4 A I had a right to that position as long as I was
5 doing a satisfactory job until such a time I retired
6 or I decided to leave. So, I would say that's my ah
7 -- my property interest.

8 Q So, in your opinion, the only way is if you had --
9 could have been terminated for cause? Or if you
10 voluntarily resigned, those are the only two ways--

11 A Or retired.

12 Q Well, resignation or retiring. Those are the only
13 ways that your contract have could been terminated
14 at NMC?

15 A Legally, yes.

16 Q Okay, um and it wouldn't have matter if the two year
17 contract had come up?

18 A Again, ah the fact that I was on the wrong contract,
19 ah and I went in there and asked and they said,
20 don't worry about it. Ah--

21 Q Who said that?

22 A HRO. Just a--

23 Q Who? Who in HRO?

24 A Some assistant long time ago I asked and so it was
25 like, um just, you know we just have to do these

1 things, I mean I guess, it's a part of the routine,
2 so to speak and then I'd go -- because you know you
3 have a job out here and ah, people talk about why
4 only NMC employees and PSS employees who are mostly
5 outsiders, Statesiders, don't have certain
6 protections according to certain management people
7 at NMC and PSS, so you wonder ah, is there -- are
8 there protections. So, I rested my protection on
9 the law and ah, the policies. Ah, and I found out
10 later that I cannot contract away my rights and it's
11 been already tested in court and it's come back in
12 the Manglona case, I believe, that I cannot contract
13 away my rights, so--

14 Q So, do -- do -- in essence, is your argument that
15 the language in -- in your con -- that you're --
16 what's stated in your contract is not relevant?
17 It's only what the law says? It's only what ah,
18 Civil Service say?

19 A Parts of the contract that are contrary to law and
20 statute are ah, irrelevant and ah--

21 Q What about those provisions that are not contrary?

22 A To law?

23 MR. SMITH: Right.

24 A I guess if they stood up in court of law, then they
25 would be relevant.

1 Q Okay, ah such as the end of a term of a contract,
2 would -- that's not relevant, if I'm understanding
3 you right based on your -- your statement that you
4 could be terminated for cause, ah or you could
5 retire or resign, that's the only way your contract
6 could end. What about if it just expires. Under
7 the law you don't see that as -- as a--

8 A Again, it's a question of law and I can't say at
9 this point because it hasn't been ruled upon by a
10 judge.

11 Q Okay. Turning to your prayer for relief? Just for
12 some clarification on some of these figures that you
13 placed in here? Um, you -- you alleged that you
14 have suffered loss of benefits in the amount of a
15 \$100,000 from sex discrimination? On what basis do
16 you ah, make those allegations to present those
17 figures? How did you come up with that figure of a
18 hundred thousand dollars?

19 A The actual ah, payroll? Ah--

20 Q Which is how much, a hundred thousand?

21 A No, that was about 60 -- about 65? Plus I averaged,
22 ah I looked at my payroll, I was averaging about 58
23 a year due to ah, I don't know if it's overtime,
24 certain compensation that we were getting, so it
25 could be like close to 70 in ah, actual earnings and

1 then I had a ah, life insurance policy? I think it
2 was worth about 50,000? Then after I was
3 terminated, it just disappeared? So, what's that, a
4 120,000? And then ah--

5 Q You would have had that benefit? That life
6 insurance policy would have stayed?

7 A As long as I was employed. It's a continuous thing.
8 Once you don't make your deductions, then it stops.

9 Q Okay, but because you didn't die, um does that mean
10 that ah, the 50,000 should be tagged on still?

11 A Um, well, it's like a continuous thing. If I was
12 still employed there and go into retirement, I'd
13 still have that and I consider that, you know a
14 benefit.

15 Q Is that a whole policy? Whole life policy?

16 A Um I -- we didn't get any money -- you don't get any
17 money back from it, it's just a continuous ah--

18 Q Just a term?

19 A Yeah, I think it's, yeah, term.

20 MR. SMITH: Okay.

21 A And then, I think annual leave? Ah we accumulate
22 annual leave? That also relates into money?

23 Q Did you -- were you able to get your annual leave
24 upon....

25 A Yeah.

1 Qtermination?

2 A Yeah, but I'm talking about the time of my
3 unemployment time, I lost--

4 Q That you would have accrued additional annual leave?

5 A Yeah, approximately a month and a half which relates
6 to what, another ah -- ah 5, \$8,000?

7 Q Okay, what doctors have you consulted with regarding
8 this \$50,000 figure for psychological pain and
9 suffering?

10 A Physical and psychological? Ah, I can say the
11 Pacific Care, ah doctors. Um, CHC.

12 Q How did you come up with this figure of \$50,000?

13 A From the standpoint of present and in the future?

14 Ah, because I still ah -- ah if I talk about certain
15 parts of my termination, I notice my eyes will water
16 up and I know there's hidden pain there and it just
17 -- it bothers me.

18 Q Is there more than just regular life pain there? I
19 mean is that just what we all go through in life?

20 A If it's normal to be terminated in that fashion? I
21 guess we can consider that normal.

22 Q No, I mean, the eyes watering up over different
23 events in life. I mean is that, is it anything --
24 is that excess -- are we talking normal life
25 relations and experiences and stress? Or are we

1 talking something differently.

2 A I think it's related to a ah -- ah a which would be
3 an abnormal experience? I mean, ah the abrupt
4 termination? The way it was done? Because I've
5 been -- I've left other jobs ah, that I like, but
6 because of moving or whatever the case and if you
7 think about it there's certain regret, but this is
8 quite different.

9 Q What physical manifestations do you have of this ah
10 pain and suffering?

11 A Ah I grind my teeth. At night my wife asked me to
12 stop and I have nerve damage I have to go see a
13 dentist I think it's next week. Um--

14 Q Is that something that is brand new to -- were you
15 grinding your teeth before you were terminated?

16 A No, not ah, just on normal stress, you know at a job
17 where ah -- but in the year 2000, I mentioned
18 earlier, that I started taking this ah, some stuff
19 for my stomach and -- to relax because of ah, the
20 stress related from the -- when you're doing your
21 job it's stressful enough and I enjoyed it, but
22 there's amount of stress, but on top of it, it was
23 compounded by the grievance, so it's just a matter
24 of ah, it's extra stress that caused, ah you know
25 stress related, you know physical situations of

1 grinding teeth, neck you know stiffness, legs you
2 know, cramps, ah stomach ah, being upset, ah acid,
3 you know fighting that situation.

4 Q On what basis do you claim you're entitled to this
5 \$50,000 in punitive damages for sexual
6 discrimination, how are you coming up with that
7 figure?

8 A I try to pick a figure that was ah, reasonable ah,
9 in that it would be a manner of constructive
10 punishment to those who committed these ah -- these
11 actions. That they wouldn't do them again.

12 Q Okay, um and do you still feel that 50,000 is a ah,
13 correct figure for punitive damages?

14 A At this point, but it's open to negotiation. But at
15 this point, ah I feel ah -- ah if they don't wanna
16 settle? Then ah, that means that they might -- they
17 probably do it again, so I feel it's needed -- it's
18 necessary.

19 Q What, um -- you make different claims under each of
20 -- in your prayer you have each cause of action and
21 then you have monetary figures below each cause of
22 action. Are you alleging that you're entitled to
23 that amount for each one of those various causes?
24 Or are these just...

25 A I think it's--

1 Qseverally or individually or ah, jointly?

2 What's the--

3 A If it's -- if it's repetitive, I think a judge will
4 determine that and say that. When I set it up,
5 again I'm pro se and ah, so again, ah I take the
6 approach of putting it all in and other things be
7 removed if it's proper or legal. So, anything that
8 is out of line, I would not object to having
9 removed, you know if a judge pointed that out.

10 Q How do you feel about NMC at this stage?

11 A I feel more and more ah, relieve the part of it that
12 they got hopefully rid of this La Fiesta situation
13 because I know the drain was hard on the students
14 and the staff because they would talk to me a lot
15 about it and so I -- I felt a connection, so. And
16 then they always bring up, I guess you're vindicated
17 now and I go, well--

18 Q Who's they?

19 A Various people in the street. Ah friends of mine.
20 Just people on the street. Some I don't even know,
21 they walk up, so I ah -- I don't -- I'm working now
22 at the Attorney General's Office and I enjoy the
23 work I do there and ah, I think I'm helping society,
24 I -- I enjoy that type of position where I'm trying
25 -- I think I'm helping society doing my part as a,

1 you know civil servant.

2 In the college, I have -- I still have a lot of
3 friends there and I ah -- we talk, you know they
4 converse and they wish me well and they've ah, wish
5 at times I was back there and at times I wish I was.
6 Ah, I enjoyed it tremendously. I think it showed in
7 the ah, time I spent on weekends? Ah, my own money
8 I spent?

9 Q How many hours do you think you spent a week at your
10 employment at NMC on an average?

11 A Because I had night programs, ah 10 hours? Ah say
12 60, 60 plus.

13 Q That's an average week for you, devoted 60 hours to
14 your job at NMC?

15 A Ah, yeah, summer time when we have no programs, of
16 course, we cut back to the regular hours.

17 Q Which would be 40?

18 A Approximately. I was under -- considered a
19 professional? And no time clock and ah, you just
20 put amount -- the amount of hours than it was to
21 take care of your job and it was flexed, and so the
22 fact that I had programs all through the day and
23 night and even on the weekends, ah it was just
24 ...[unintelligible] I'd be there. And, you can ask
25 my wife because she complains because even now at my

1 current job, to stay ahead of the game, ah at the
2 AGO's office I go in over the weekends, some I get
3 comp time. But I just feel like you should stay
4 ahead of the game, especially we have deadlines in
5 Criminal Division, it's pretty hectic. I think
6 you're aware of that.

7 Q Do you enjoy your work now at ah, the Attorney
8 General's Office?

9 A Yes.

10 Q Is that a full-time position?

11 A Yes.

12 Q Um, what is your salary there now?

13 A I was just ah, promoted to a paralegal status and I
14 went from 20,000 a year to 35.

15 Q And your final -- your final ah, salary at NMC when
16 you were terminated there was 58?

17 A Ah, it was 52 base, 51 700, something like that? But
18 again, every year we got some ah, I don't know what
19 it was, we get an extra lump in our paycheck for
20 some, I don't know what really, it was a program of
21 like a back, like steps? I don't know what it was,
22 but I -- when I looked at my ah, returns, ah because
23 I was thinking of retirement and my three highest
24 years, of course, ah I saw that I was like one year
25 58, then 55 or 54, so. But my base was 51 plus.

1 MR. SMITH: Okay.

2 A I was eligible -- one part was ah, I knew the Board
3 passed a pay scale and as a director with a
4 doctorate, I was entitled to 60,000 and ah, I was
5 asked to challenge it because there was a few of us
6 that had that position or were in that situation and
7 the comptroller who left, this Statesider, he
8 challenged it, but he was leaving and they said ah,
9 you're not -- because a few people were getting it,
10 it made the newspapers, I guess, because a few
11 people were getting it and they weren't qualified,
12 so it's just a matter of ah -- ah I knew I was
13 probably supposed to get 60, but I never. I enjoyed
14 what I was doing and I thought I was being paid
15 enough with 50 -- 52--

16 Q Who asked you to challenge it?

17 A This -- this comptroller, I forgot his name.

18 Q Some haole that was here?

19 A Yeah, tall guy? Older guy? Because he was privy to
20 the information?

21 Q Why did he ask you?

22 A Ah because he said that some people are getting it
23 and others weren't? And as a comptroller, he said
24 that, you know he'd have to justify? And ah -- and
25 so he ah, said, challenge it, you're supposed to get

1 that amount of money, so I said, well, um I just
2 didn't feel like doing it, I felt, ah I was making
3 enough as is.

4 Q Did he come to you because he knew you challenged
5 things?

6 A No, we just ah -- we talk about golf, he loved to
7 play golf and -- and ah, he said he was retiring and
8 I said, you know good luck and everything and he
9 said, ah something to the effect that ah, you know
10 you should be making more money and I said, well, I
11 heard a rumor, but I don't know anything, then he
12 showed -- he gave me the documents and ah, I think I
13 still have them, but I, like I said at the time I
14 felt I was making enough.

15 Q Okay. All right, let me ask you, I'll just show you
16 a document right here, is this -- is this the
17 document, and I'll label that as Exhibit B, I only
18 think we have two exhibits in this deposition, is
19 that the ah, analysis that you put together with
20 the--

21 A The qualification evaluation worksheet, yes.

22 Q Okay, does that document, in your opinion,
23 accurately reflect your qualifications?

24 A Ah--

25 Q As you determined them to be with the Human

1 Resources?

2 A Well, it's ah, their job, their task, one of their
3 tasks to ah, create this type of worksheet to apply
4 to eligibility lists and ah, I was brought in ah, in
5 November, this was signed off, I guess, the day
6 after I was -- ah, my last official day there, but
7 it was compiled in early November, ah because it was
8 never told to me why I didn't get an interview for
9 the Dean or President's position earlier, besides
10 the lack of post secondary, which I contested, and
11 ah, part of the reason why they -- half of my
12 personnel record, because I worked on Tinian at one
13 time, for some reason I had a split ah, record and
14 ah, some people knew it? Like Bobby knew how many
15 years and it was a matter that I wanted it
16 officially done, and they knew ah, partly that I had
17 um, you know I asked, I had a claim about my being
18 denied and I wanted to have it done, ah you know
19 exactly and Mr. Aguilar I think in the hearing even
20 asked it to be done because I told them I had more
21 than five and he goes, do you have proof and I said,
22 I don't have, I know I have it in my -- in my bio
23 data, my personnel has the years in there, what I
24 put in my application, but nothing that this -- just
25 I only got a letter back saying you're not -- you're

1 not eligible. It didn't have a worksheet. Although
2 I did see one, they showed me one worksheet they had
3 done where it came up at two point seven and they
4 just showed it to me, this is one that we had done
5 during the time that you were applying for the
6 deanship, I said who put it together and I don't
7 think it was even -- I don't think it was signed or
8 not.

9 MR. SMITH: Huh.

10 A So, ah they said we will ah, make it official. Ah,
11 that's why Bobby Hunter is like the reviewer and
12 then the approving personnel would be the director,
13 Elsie, and then they even had me sign it that I
14 concur. And, I accepted the six point three years
15 knowing that I'd be eligible for any position at NMC
16 with the six point three because the most they ever
17 asked was five for post secondary teaching.

18 MR. SMITH: Okay, I'm gonna mark this as Exhibit B
19 to the depo.

20 A What was Exhibit A?

21 MR. SMITH: Exhibit A was your settlement with the
22 EEOC.

23 A Oh, okay.

24 Q Um, let me ask you just a final question, we've
25 talked before about reinstatement with your current

1 employment at the Attorney General's Office, do you
2 think that reinstatement to your former position is
3 practicable?

4 A I'm asking only for reinstatement from the period of
5 November 26th to January 31st. Reinstatement meaning
6 I can't physically work as this in the past, in
7 other words, it would be a reinstatement on paper to
8 where I would get for credit for those year -- a
9 year and two months as vested service. Ah I talked
10 to Retirement and they said, yeah, that would be the
11 way to go because there would be a contribution
12 taken out of my salary and then there would be not,
13 you know 52 paychecks issued, just one reflecting
14 my, you know contributions to the Retirement Fund,
15 then whatever is left over ah, in salary, ah that I
16 would ah, retain for, like I said earlier, I wanna
17 pay off ah, three loans that were taken out, ah my
18 wife and my daughter.

19 Q Took loans out on your behalf?

20 A Well, my daughter, ah provided her paycheck for ah,
21 over a year to the family in the amount of 10,000
22 and then my wife, ah she ah, went through her
23 \$10,000 savings account and took out a \$10,000 loan
24 for us to survive, so, that's 20 plus -- that's
25 about 30. So, I figured with the year's salary and

1 the deductions and everything, it would leave me
2 about that amount to pay off those ah, and that's
3 all I would want, and I'd continue at the ah, AGO
4 and I'm not even asking for the difference between
5 35 and 52 for from February -- even 20, as I'm only
6 making 20 for the past eight months. I'm not asking
7 for that difference. I think it's being fair.

8 MR. SMITH: Okay.

9 A And I hope you can relay that to the Board. I just
10 wanna be fair and put this thing behind us.

11 MR. SMITH: We will conclude this deposition, unless
12 you have questions, Dan?

13 MR. AGUILAR: I have no questions.

14 MR. SMITH: Okay, um again it's October 5th, 2004 and
15 the time is 2:32 and this concludes the deposition of ah,
16 Mr. Jack Angello. Thank you.

17 ***END OF DEPOSITION***

18

19

20

21

22

23

24

25

1

2

3

4

5

6

7

C E R T I F I C A T E

9 I, **John (Jack)Angello**, do hereby certify and declare
10 under penalty of perjury that I have read the foregoing
11 transcript of my deposition taken on September 30 and
12 October 5, 2004, and that the questions asked of me and
13 answers given by me are true and correct, [with|without]
14 corrections indicated on the following page(s).

15 Executed at _____ this _____
16 day of _____, 2005.

17

18

19

20

21

22

23

24

25

John (Jack) Angello

REVISIONS TO DEPOSITION

NAME OF DEPONENT: John (Jack) Angello

CASE NO: Civil Action No. 03-0014

DATE OF DEPOSITION: September 30 and October 5, 2004

Page No./Line No. Reads Should Read Reason Therefor

SAIPAN, COMMONWEALTH OF THE)
NORTHERN MARIANA ISLANDS)

CERTIFICATION

I, Celina A. Concepcion, of Judicial Services, Plus, do hereby certify:

That the foregoing deposition was taken by tape recording at the time and place herein set forth and the deponent duly sworn;

That the foregoing pages is a true and correct record of the testimony of the deponent made at the time of the examination recorded and transcribed by me to the best of my knowledge and ability;

That I am not of counsel or attorney for any of the parties in the above entitled matter, nor a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of said matter;

That the deponent, through counsel, has been notified this date of the completion of the transcript for review and signing, the original of which is hereby filed by us with the Law Offices of Vicente T. Salas.

Dated this 11th day of January, 2005.

Celina A. Concepcion

Note: 3:40 p.m., 1/13/05, call rec'd - not ordering copy of transcript.

December 7, 1999

VIA FAX #(808) 541-3390

pages: 4

Mr. George Chun
EEOC Investigator
EEOC Hawaii Office
Prince Kuhio Federal Building
P.O Box 50082
300 Ala Moana Dr. Room 7123A
Honolulu, HI 96850-0051

Re: EEOC Charge #378980336

Dear Mr. Chun:

Please be advised that the Northern Marianas College (NMC) and I have come to an amicable agreement---with certain reservations about my future protections---concerning my EEOC Charge filed with your office.

Therefore, at this time, I kindly ask your office and Director to prepare a "Withdrawal of Charge with Benefits" in the above matter.

In the attached agreement, items 1 and 2 have been accomplished with the payment of \$5708.01+ in backpay; however, item 3 has not been fully realized. To wit, the training for sexual harassment (including training for females) has not been scheduled, but I plan to contact our Human Resources Officer and ask him to request your office for assistance if this is not carried out in a timely fashion. In regards to retaliation, my contract will be scheduled for renewal next August (eight months away), and the fact that my June, 1999 evaluation has not even been scheduled to this date has me already wondering about my status here at NMC.

Please be advised that the President Emerita of our college, Ms. Agnes McPhetres, was most gracious and fair in the handling of the aforementioned agreement and, furthermore, she has recently retired on December 4, 1999. In this regard, let it be known that some NMC administrators here at the college tried to adversely affect the attached agreement, and this rancor will surely carry over to next year.

In closing, I sincerely appreciate your support and expeditious handling of this EEOC matter. All I ever was after was fairness in this

EXHIBIT

A

tablo's

page two

situation, and your understanding and decisive measures did ensure that fairness became the prevailing ingredient of the outcome of this matter. I will also hold you to your promise that my NMC future is handled in a fair manner, too.

Thank you,

A handwritten signature in black ink, appearing to read "John A. Angello".

John A. Angello, Ed.D.
P.O. Box 501149
Saipan, MP 96950

attachments

Northern Marianas College
Human Resources Office

November 12, 1999

MEMORANDUM

TO: President

FROM: Director, Human Resources Office

SUBJECT: RECOMMENDATION FOR SETTLEMENT - GRIEVANCE FOR DR. JACK ANGELLO

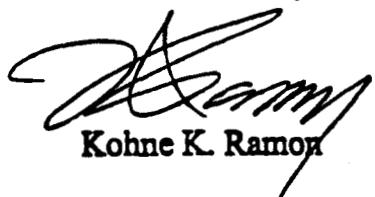
The following issues have been discussed with Dr. Jack Angello and he has concurred by his signature.

1. Item No. 3. One step increase for the new position of Director of Technical Trades/Special Projects. We have concluded our review of the updated job description for the new position (see attached). In comparison with the earlier position description of which his current classification and salary is based, it is in our finding that this new position has not substantially increased in scope or responsibility. However, in the review of the files we found a 2/04/97 approval for a step increase based on work assigned. The attached personnel actions will rectify the situation.
2. Item no 5. Teaching NS301 during Spring 1999 nearly half of the semester before requesting to be relieved due to "unnecessary administrative pressure and personal problems that I had to endure." Upon review of the matter in detail, including review of medical records and discussion with relevant department of education personnel it is our recommendation that he be compensated for the portion of the semester that he actually taught. While we agree with the Dean of Education's recommendation of 3/15/99 that this type of sudden drop of classes should have no place in the institution we have medical documents to show that he was having back problems. He is requesting and we are in support of the payment of 45% of the class or \$900.00. He is requesting that this amount be applied to his outstanding account for the Lab School Spring 1999 tuition for his son Tony.

3. In our recent discussions with Dr. Angello, he has re-iterated his concern for two issues to be included in this settlement: a) that the above actions are done based on mutual agreement and should not be used in any way to retaliate against him, b) that there is a need to conduct training on sexual harassment for both male and female employees of the College. We agree and support his concerns and would like to recommend immediate action on the latter concern.

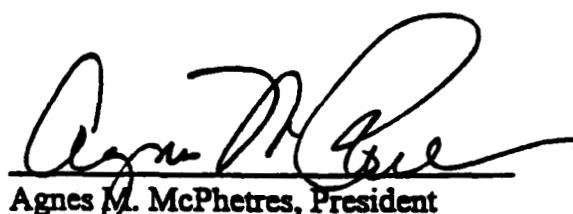
We feel the above recommendations have been made to comply with current policies of the Board and is fair and equitable. Dr. Angello has been apprised of this communication and has affixed his signature on this memorandum to signify his full agreement to the actions being taken.

Please indicate your approval on the line provided below.



Kohne K. Ramon

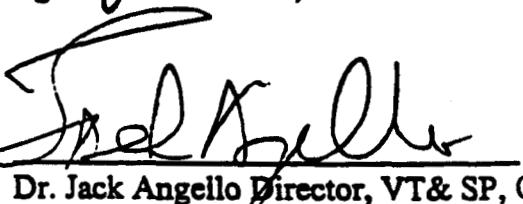
Approved:



Agnes M. McPhetres, President

11/15/99
Date

Concur:



Dr. Jack Angello Director, VT& SP, CE

11/12/99
Date

DEPC
EX BNorthern Marianas College
Office of Human ResourcesQUALIFICATION EVALUATION WORKSHEETName JACK ANGELOAppl ✓ EE Vacancy / Position Director, SOEEA / PC # 03-058I. Comparative Quantitative Summary: Position vs. Applicant:

	<u>Position Requirements</u>	<u>Applicant Qualifications</u> (Full & Partial)	<u>Comments</u>
Education:	<u>MA/MS</u>	<u>ED.D 96</u> <u>NA 89</u> <u>6.3 yrs - PST</u>	<u>univ. of southern California</u> <u>SJSU (Educ. Instruc. Tech)</u>
Experience:	<u>5</u>	<u>+ 6 yrs. PST Educ. Admin</u> <u>(8 yrs total w/ PSS)</u>	
Others:			
Numerical Comparison			
(Substitution)*	Educational Administration = <u>8 yrs</u> including PSS - <u>2 yrs</u> PSS Post-Secondary Educational Administration = <u>6.3 yrs</u> 1996-2002 Post-Secondary Teaching experience = <u>6.3 yrs</u>		

II. Placement:

- Meets Qualifications Requirements? Yes ✓ No
- If yes, exceeds by how many years / months: Yrs Mos
- If no to #1 above, lacks how many years / months: Yrs Mos
- Salary (PI and step) qualified for:

Leila C. Shanti
 Reviewing Personnel Specialist

11/27/02
 Date

Shirley S. C. Cua
 Approving Personnel Supervisor

11-27-02
 Date

EXHIBIT

Tables

B

Jack Angelo 11/27/02